

CITY OF SAN ANTONIO

TERMS AND CONDITIONS OF INVITATION FOR BIDS**READ CAREFULLY****1. GENERAL CONDITIONS**

Bidders (hereinafter “bidders”, “vendors” or “contractors”) are required to submit their bids upon the following expressed conditions:

- (a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.
- (b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.
- (c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.
- (d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City’s ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

- (a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.
- (b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

Any bid that is considered for award on an “all or none” basis must include a price quote for all units or line items. In an “All or None” bid, a unit price left blank shall be tabulated as a “zero”, and shall be deemed to be offered at no cost to the City.

- (c) Alternate bids may be allowed at the sole discretion of the City.

- (d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.
- (e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material. Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City.

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL AND/OR MINORITY BUSINESS ADVOCACY REQUIREMENTS

It is the policy of the City of San Antonio that Small and/or Minority Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Advocacy Clause. These clauses are available in the City's Department of Economic and Employment Development and the City Clerk's Office.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

6. SUBMISSION OF BIDS

- (a) Bids shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).
- (b) Bids must be submitted on the forms furnished. Facsimile bids must be submitted in accordance with Par. 6 (a) above. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.
- (c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

- (a) The City may reject a bid if:
 - 1. The bidder misstates or conceals any material fact in the bid; or
 - 2. The bid does not strictly conform to law or the requirements of the bid;
 - 3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an “All or None” basis or a “Best Value Item” basis. An “All or None” basis bid must include all items upon which bids are invited.
- (b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.
- (c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

- (a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will be mailed or delivered to each person receiving bids. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director of Purchasing on or before **seven** calendar days prior to the scheduled opening.
- (b) The City reserves the right to request clarification to assist in evaluating the bidder’s response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. DISCOUNTS

- (a) Prompt payment discounts will be considered in making the award provided the period of the discount offered is sufficient to permit payment within such period in the regular course of business (minimum ten days).
- (b) In connection with any discount offered, time will be computed from the date of receipt of supplies or services, or from the date a correct invoice is received, whichever is the later date. Payment is deemed to be made on the date of mailing of the check.

12. AWARD OF CONTRACT

- (a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to either the lowest responsible bidder or to the bidder who provides goods and/or services at the best value for the City. In determining best value, the City may consider price, reputation, quality, past relationship with City, SBEDA requirements, long term cost and any other relevant factors.
- (b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.
- (c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.
- (d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.
- (e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901.
- (f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code. No changes shall be made without written notification of the City.

13. CONTRACT TERMINATION**TERMINATION-BREACH:**

- (a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director of Purchasing & General Services, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

- (b) Either party may cancel the contract at any time after award. The City shall be required to give the vendor notice **thirty** days prior to the date of cancellation of the contract. The vendor shall be required to give the City written notice **sixty** days prior to the date of cancellation of the contract.

TERMINATION-FUNDING:

- (c) City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

14. DELIVERY OF GOODS/SERVICES

- (a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.
- (b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.
- (c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director of Purchasing. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.
- (d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

15. PERFORMANCE DEPOSIT

- (a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.
- (b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within **ten** days from request.
- (c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.

- (d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.
- (e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.
- (f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director of Purchasing & General Services with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties.

16. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

17. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

18. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

19. INDEMNITY

- (A) **VENDOR, IF SELECTED, COVENANTS AND AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS, THE CITY AND THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES OF THE CITY, INDIVIDUALLY OR COLLECTIVELY, FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES LOSSES, EXPENSES, FEES, FINES, PENALTIES, PROCEEDINGS, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH**

AND PROPERTY DAMAGE, MADE UPON THE CITY, DIRECTLY OR INDIRECTLY ARISING OUT OF RESULTING FROM OR RELATED TO CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT, INCLUDING ANY ACTS OR OMISSIONS OF CONTRACTOR, ANY AGENT, OFFICER, DIRECTOR, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONTRACTOR OF CONTRACTOR, AND THEIR RESPECTIVE OFFICERS, AGENTS, EMPLOYEES, DIRECTORS AND REPRESENTATIVES WHILE IN THE EXERCISE OR PERFORMANCE OF THE RIGHTS OR DUTIES UNDER THIS CONTRACT, ALL WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY. CONTRACTOR SHALL PROMPTLY ADVISE THE CITY IN WRITING OF ANY CLAIM OR DEMAND AGAINST THE CITY OR CONTRACTOR KNOWN TO CONTRACTOR RELATED TO OR ARISING OUT OF CONTRACTOR'S ACTIVITIES UNDER THIS CONTRACT AND SHALL SEE TO THE INVESTIGATION AND DEFENSE OF SUCH CLAIM OR DEMAND AT CONTRACTOR'S COST. THE CITY SHALL HAVE THE RIGHT, AT ITS OPTION AND AT ITS OWN EXPENSE, TO PARTICIPATE IN SUCH DEFENSE WITHOUT RELIEVING CONTRACTOR OF ANY OF ITS OBLIGATIONS UNDER THIS PARAGRAPH.

- (B) IT IS THE EXPRESS INTENT OF THE PARTIES TO THIS CONTRACT, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION, IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY, PROTECT AND HOLD HARMLESS THE CITY FROM CONSEQUENCES OF THE CITY'S OWN NEGLIGENCE, PROVIDED HOWEVER, THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL APPLY ONLY WHEN THE NEGLIGENT ACT OF THE CITY IS A CONTRIBUTORY CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE, AND SHALL HAVE NO APPLICATION WHEN THE NEGLIGENT ACT OF THE CITY IS THE SOLE CAUSE OF THE RESULTANT INJURY, DEATH, OR DAMAGE. CONTRACTOR FURTHER AGREES TO DEFEND, AT ITS OWN EXPENSE AND ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, ANY CLAIM OR LITIGATION BROUGHT AGAINST THE CITY AND ITS ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES, IN CONNECTION WITH ANY SUCH INJURY, DEATH, OR DAMAGE FOR WHICH THIS INDEMNITY SHALL APPLY, AS SET FORTH ABOVE.

20. INSURANCE

If required, specific insurance provisions will be included in bid specifications. An original, certified copy of an insurance certificate meeting the requirements set forth in these specifications **must be submitted with the bid**. The successful vendor will be required to maintain, at all times during performance of the contract, the insurance detailed in bid specifications. Failure to provide this document may result in disqualification of bid

21. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in

City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

22. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

23. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

24. ASSIGNMENT

The successful vendor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of San Antonio Purchasing & General Services Department. Any such assignment or transfer shall not release vendor from all contractual obligations.

25. INTERLOCAL PARTICIPATION

- (a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.
- (b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.
- (c) Entity purchase orders shall be submitted to Vendor by the Entity.
- (d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract.

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

26. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260.

SPECIFICATIONS AND GENERAL REQUIREMENTS

SCOPE: The City of San Antonio is soliciting best value bids to provide in-home, personal assistance services to residents aged 60 and older (“clients”) in accordance with the specifications listed herein. Clients have a verified physical disability, which limits their ability to engage in Activities of Daily Living (“ADL”). In-home, personal assistance services are routine ongoing care or services required by an individual in a residence or independent living environment that enable the individual to engage in activities of daily living or to perform the physical functions required for independent living. The City of San Antonio is seeking bids, which will maximize service utilization consistent with overall best value and quality of care for clients.

PERIOD OF CONTRACT: This contract shall be for the period beginning upon award by the San Antonio City Council and terminating September 30, 2004. The City of San Antonio reserves the right to extend the contract period for two (2), one-year periods based on the initial bid submitted, should such an extension be in the best interest of the City of San Antonio. Said renewals shall be effected by a signed writing, executed by the parties, establishing the mutual consent to renew the Contract and the term of the renewed and extended Contract. The Director of the Purchasing & General Services Department shall be the party designated with authority to effect said renewal on behalf of the City, without further action by the San Antonio City Council, provided funding is appropriated therefore.

If Contractor elects not to renew this Contract, Contractor shall give City written notice no later than ninety (90) calendar days prior to the expiration of the current contract term.

Notwithstanding the foregoing, the City reserves the right to extend the term of the contract in 30 day increments, not to exceed 90 days total with written notice to the vendor; provided, that the City shall give the vendor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the City to an extension.

I. STANDARD REQUIREMENTS:

A. Prospective bidders must prove beyond any doubt to the City Purchasing Agent that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.

B. THE CITY OF SAN ANTONIO WILL MAKE AWARD TO ONE FIRM ONLY.

II. **AWARD OF CONTRACT:** The contract will be awarded to the bidder whose bid, conforming to the Invitation for Bids, provides the best value to the City. Additionally, the City reserves the right to make no award, and to reject any and all bids. Examining bidders’ history, experience, past performance, Service Delivery plan, Quality Assessment and Performance Improvement plan, Attendant Compensation Enhancements, and Pricing will determine best value. Emphasis will be placed on maximizing the services as outlined in the Service Delivery Plan. Consideration will also be given for Small Business Economic Development Advocacy Policy (“SBEDA”) qualifications, as described below.

III. **PRE-BID CONFERENCE:** A pre-bid conference will be held at 10:00 a.m. on Thursday, **January 22, 2004**, in the Department of Purchasing & General Services Conference Room, 131 W. Nueva, San Antonio, TX 78204. The pre-bid conference is NOT mandatory but offers potential bidders the best opportunity to obtain information and ask questions about this Invitation for Bids.

- IV. **ANNUAL FINANCIAL STATEMENT REQUIREMENT:** Bidder must submit an audited financial report for the latest complete fiscal year. Include information on debt or cash reserves. Include information on company ownership, and the objectives of any parent companies with regard to the proposing company.
- V. **REQUIRED DOCUMENTS:** Following is a list of required documents, which must be included in the bid package. Failure to submit any of the required documents may result in the bid being deemed non-responsive and thereby disqualified from consideration. Forms to be used and/or instructions for providing required information are furnished for each item in succeeding pages. Additional pages may accompany each required document. **NOTE: BIDDERS MUST SIGN AND SUBMIT THIS ENTIRE INVITATION FOR BID, IN ADDITION TO SUBMITTING THE REQUIRED DOCUMENTS LISTED BELOW.**
- A. One (1) original and six copies of the signed Invitation for Bids
 - B. Annual Financial Statement
 - C. History, Experience & Past Performance, Attachment A
 - D. Service Delivery Plan, Attachment B
 - E. Quality Assessment and Performance Improvement, Attachment C
 - F. Attendant Compensation Enhancements, Attachment D
 - G. Price Schedule, Attachment E
 - H. Good Faith Effort Plan, Attachment F
 - I. License number and copy of License from the Texas Department of Human Services (TDHS) as a Home and Community Support Services Agency (HCSSA), and Personal Assistance Services Category
 - J. City of San Antonio Discretionary Contracts Disclosure Form, Attachment G
 - K. Litigation Disclosure Form, Attachment H
 - L. An original completed certificate of insurance meeting the requirements set forth in these specifications, or alternate plans where permissible, as stated herein.

VI. INSURANCE REQUIREMENTS:

The contractor shall maintain, for the duration of this agreement and any extensions or renewals hereof, insurance by a company or companies qualified to do business in the State of Texas, and rated A- or better by A.M. Best Company and/or otherwise acceptable to the City, in the following types and amounts:

Type	Amount
Workers Compensation Employer's Liability ** Alternate Plans Must Be Approved by the City's Risk Management Dept.	Statutory \$1,000,000/\$1,000,000/\$1,000,000
Commercial General (public) Liability Insurance to include coverage for the following: a. Premises operations b. Independent contractors c. Products/completed operations d. Personal Injury e. Contractual Liability f. Broad form property damage, to include fire legal liability	For <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage (f) \$50,000
Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	<u>Combined Single Limit</u> for <u>Bodily Injury</u> and <u>Property Damage</u> of \$1,000,000 per occurrence

Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain the following required provisions:

- Name the City and its officers, employees, volunteers, and elected representatives as additional insureds as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;
- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.

Contractor shall provide the City with 30 days advance notice, in writing, of cancellation or material change in coverage.

VII. SMALL BUSINESS ECONOMIC DEVELOPMENT ADVOCACY (SBEDA) POLICY

A. SMALL BUSINESS PARTICIPATION

Pursuant to Ordinance No. 96754, it is the policy of the City of San Antonio to involve Small, Minority, Women and African-American Owned Business Enterprises (S/M/W/AABE) to the greatest extent feasible in the City's discretionary contracts. The intent and purpose of the policy is to ensure that S/M/W/AABE firms have the opportunity to compete for City contracts without discrimination on the basis of race, color, religion, national origin, age, sex or handicap. To accomplish the objectives of the SBEDA policy, the City has established specific goals for local S/M/W/AABE participation in this contract.

B. DEFINITIONS related to the Small Business Economic Development Advocacy Provisions:

1. **SBEDA Program:** Small Business Economic Development Advocacy Program designed to promote the utilization and participation of Local, Minority, Women, and African-American Owned Business Enterprises in City sponsored contract opportunities.
2. **Small Business Enterprises (SBE):** a corporation, partnership, sole proprietorship or other legal entity, for the purpose of making a profit, which is independently owned and operated and which meets the U.S. Small Business Administration (SBA) size standard for small business. All firms meeting this threshold will be considered an SBE.
3. **Local Business Enterprise (LBE):** a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is headquartered within Bexar County for at least one year. For a branch office of a non-headquartered business to qualify as an LBE, the branch office must be located in Bexar County for at least one-year and employ a minimum of ten (10) residents of Bexar County or employ Bexar County residents for at least twenty-five (25%) of the entire company workforce for use at the local branch office.
4. **Minority Business Enterprise (MBE):** a sole proprietorship, partnership, or corporation owned, operated, and controlled by a minority group member(s) who has at least 51% ownership. The minority group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an MBE, the enterprise shall be headquartered in Bexar County for any length of time, or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the MBES's category of contracting for at least one year.
5. **Woman Business Enterprise (WBE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by women who have at least 51% ownership. The woman or women must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as a WBE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits or receives bids on or proposals for, City contracts within the WBE's category of contracting for at least one year.
6. **African-American Business Enterprise (AABE):** a sole proprietorship, partnership, or corporation owned, operated and controlled by an African-American group member(s) who has at least 51%

ownership. The African American Group member(s) must have operational and managerial control, interest in capital, expertise and earnings commensurate with the percentage of ownership and be legal residents or citizens of the United States or its territories. To qualify as an AABE, the enterprise shall be headquartered in Bexar County for any length of time or shall be doing business in a locality or localities from which the City regularly solicits, or receives bids on or proposals for, City contracts within the AABE's category of contracting for at least on year.

C. GOALS FOR SMALL BUSINESS PARTICIPATION

The goals for the utilization and participation of SBE-MBE-WBE-AABE businesses on this contract are as follows:

MBE	15%
WBE	10%
AABE	3%
SBE	50%

Please note that a small business could be classified in multiple categories and thus their utilization could in theory be counted in each category of goals. For example, **Prime Contractor X** submits a proposal, which specifies that they intend to subcontract with Subcontractor A for 10% of the contract. Subcontractor A is certified by the City as an SBE and MBE (a male-owned Hispanic Business owner can be certified as an SBE and MBE). **Prime Contractor X** also intends to subcontract with Subcontractor B for 13% of the contract. Subcontractor B is certified by the City as SBE, MBE and a WBE (a female-owned Hispanic Business owner can be certified as SBE, MBE and WBE). In addition, **Prime Contractor X** also intends to subcontract 10% of the contract to Subcontractor C—a City certified SBE and AABE (a male-owned African-American business owner can be certified as both a MBE and as a AABE Business). **Prime Contractor X** is also classified as a local SBE. **Prime Contractor X's** compliance with the SBEDA goals under this scenario would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	15%	33%
WBE	10%	13%
AABE	3%	10%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

Another example regarding compliance with the policy is as follows: **Prime Contractor Y** submits a proposal, which specifies that they intend to partner through a joint-venture agreement with Company D. Company D is certified by the City as both an SBE and MBE (a male-owned Hispanic Business—certified as an SBE and MBE). As part of their joint-venture agreement, Company A will perform on 32.5% of the contract. **Prime Contractor Y** also intends to subcontract 13% of the contract with

Subcontractor F. Subcontractor F is a City certified SBE/MBE/WBE and AABE business. **Prime Contractor Y** is also classified as a local SBE.

Prime Contractor Y compliance with the SBEDA goals would be as follows:

	City's SBEDA Goals	Prime Contractor X's Compliance
MBE	15%	45.5%
WBE	10%	13%
AABE	3%	13%
SBE	50%	100%

Under this scenario, the contractor would be in full compliance with the SBEDA policy.

D. Good Faith Effort Required

Bids shall include a Good Faith Effort Plan (GFEP—ATTACHED). The GFEP shall include specific documentation to utilize local, small, MBE-WBE-AABE businesses in a percentage, which equals or exceeds the above goals. **Any bid that does not include the GFEP and does not receive approval of the GFEP by the Economic Development Department shall be declared non-responsive, and excluded from consideration.**

E. MBE-WBE-AABE Certification Required

Only companies certified as MBE, WBE, or AABE through the South Central Texas Regional Certification Agency (SCTRCA), or as approved by the City of San Antonio Director of Economic Development, can be applied towards the contracting goals. Proof of certification must be submitted.

F. SBEDA Information

Interested contractors/proposers are encouraged to contact the Small Business Outreach Office for information regarding the City's SBEDA Policy. Please call (210) 207-3900 or FAX: (210) 207-8151.

VIII. MINIMUM REQUIREMENTS OF CONTRACT:

A. Awarded Contractor:

1. Is strongly encouraged to give current personal attendants right of first refusal for available positions. The City of San Antonio currently has 25 part-time family care providers paying a minimum of \$8.75 per hour. Bidders are not required to meet the living wage, but are encouraged to offer a package to the City that provides adequate compensation to employees while offering the most possible service to the clients.
2. Must be licensed by the Texas Department of Human Services (TDHS) as a Home and Community Support Services Agency (HCSSA), and Personal Assistance Services Category, in accordance with Chapter 142, of the Texas Health & Safety Code, and must maintain said license in good standing

throughout the term of the contract. Licensed agencies without Personal Assistance Services Category must obtain prior approval from TDHS to add Personal Assistance Services Category to their license prior to contract approval.

3. Is encouraged to incorporate attendant compensation enhancements to promote recruitment and retention of qualified personal attendants.
4. Shall be paid on a per unit basis. Unit of service is one (1) hour.
5. Shall be paid a maximum of one unit (hour) for service to a client wherein the client, for any reason, is unavailable at the time service is scheduled to be rendered.

B. City of San Antonio, Department of Community Initiatives (“DCI”), Elderly and Disabled Services Division shall:

1. Determine client eligibility based on program guidelines, provide intake/assessment, and complete Request for Service Authorization.
2. Monitor clients receiving authorized services and maintain client waiting lists.
3. Notify the contractor selected, in writing, of a client's eligibility and authorization to receive, suspend, change or end service.
4. Provide regular and ongoing feedback on clients in relation to services provided.
5. Provide timely technical assistance to the contractor selected as requested, and as available.
6. Conduct on-site monitoring visits to ensure quality services are being provided and assure accountability.
7. Will work closely with the successful bidder to ensure a smooth transition, to include transfer of client file materials, notification of clients, etc., in accordance with TDHS licensure requirements so that the successful bidder will be prepared to begin services on the start date of the contract.

IX. SPECIFICATIONS:

- A. Provide in-home, personal assistance for approximately 38,000-50,000 service hours annually to approximately 160-170 unduplicated clients, Mondays-Fridays, 7:00 AM-5:00 PM, excluding City holidays. Currently, the City of San Antonio is providing services for 106 active and 2 inactive clients.
- B. The following is a list of the City holidays.

FY 2003-2004 CITY HOLIDAY SCHEDULE

President's Day
Monday
February 16, 2004

Memorial Day
Monday
May 31, 2004

Independence Day (observed)
Monday
July 5, 2004

Labor Day
Monday
September 6, 2004

- C. Provide services to authorized clients as an independent Home and Community Support Services Agency (HCSSA) service provider in accordance with Texas Department of Human Services Licensing Standards for Home and Community Support Services Agencies contained in Title 40 Texas Administrative Code, Part 1, Chapter 97, Subchapter C and Subchapter D, Section 97.404.
- D. Provide trained and supervised personnel to assist elderly persons, aged 60 and older, with tasks, which the individuals would typically accomplish, if physically able. This includes "hands-on" assistance in all activities of daily living. Activities may include, but are not limited to: bathing, dressing, grooming, routine hair and skin care, feeding, transferring, toileting, ambulation and exercise and meal preparation. Home management tasks, such as, laundry, minor housekeeping, washing dishes and possible escort tasks may also be incorporated into the plan of care, and personal assistants would be expected to perform these tasks, as well. **Contractor is prohibited from performing the following activities: home repair, pet grooming, moving heavy objects, such as furnishings, yard maintenance, performing services for members of household other than the client, transporting the client, performing tasks not assigned, accepting gifts, bringing persons to the client's home not engaged in personal assistance services to the client, taking personal items from the client or client's home, or assuming control of the financial and/or personal affairs of the client or estate, committing any act of abuse, neglect or exploitation.**
- E. Attendants currently spend 5-6 hours per week per client on average.
- F. Provide only those in-home, personal assistance service tasks and service hours to persons, as authorized by the City of San Antonio, Department of Community Initiatives, Elderly and Disabled Services Division. Service authorization is based on client need and availability of funds.

X. WEIGHTED EVALUATION CRITERIA:

The following weighted criteria will be considered to determine which bid offers the best value to the City of San Antonio.

SCORING

History, Experience, Financial Standing & Past Performance	10 Points
Service Delivery Plan	25 Points
Quality Assessment and Performance Improvement	10 Points
Attendant Compensation Enhancements	5 Points
Local Business Enterprise Participation	10 Points
Disadvantaged Business Enterprise	5 points
Small Business Economic Development Advocacy	5 points
<u>Pricing</u>	<u>30 Points</u>
TOTAL	100 Points

XI. EXPLANATION OF SBEDA SCORING:**A. Small Business Economic Development Advocacy Program (SBEDA) (20%):**

1. A maximum of ten percentage (10) points for Local Business Enterprises (LBEs). Prime contractors who have a local branch office will receive six percent (6%) of the selection points.
2. Non-local prime contractors can receive points for subcontracting with local businesses proportional to the amount of work performed by those local subcontractors (i.e. – 50% to local = 5 points).
3. A maximum of five percentage (5%) points for companies designated as Historically Underutilized Enterprises (HUEs). Prime contractors who subcontract with HUEs can receive points proportional to amount of work performed by those HUEs(i.e. – 50% to HUEs = 2.5 points).

B. HUEs must be certified by the City's certifying agency or approved by the Director of Economic Development or designee.

1. A maximum of five percentage (5%) points for Prime Contractor compliance with the Small Business Economic Development Advocacy (SBEDA) policy:
 - i. One percent (1%) for submission/approval of the Good Faith Effort Plan.
 - ii. One percent (1%) for meeting/exceeding the MBE goal.
 - iii. One percent (1%) for meeting/exceeding the WBE goal.
 - iv. One percent (1%) for meeting/exceeding the AABE goal.
 - v. One percent (1%) for meeting/exceeding the SBE goal.

ATTACHMENT A**HISTORY, EXPERIENCE & PAST PERFORMANCE**

1. Number of years engaged in this type of business and in business, which have involved in-home care.

_____ Years _____ Months
2. Fully describe your company and experience as it relates to the following:
 - a) History of successful and stable company operation for a period of at least the last five years;
 - b) History of in-home personal care contracts with State of Texas or other organizations for a period of at least five years; and
 - c) History of past relationships with the City of San Antonio, if applicable.
3. Fully describe your company's past performance performing services similar to those requested in this bid as it relates to the following:
 - a) Latest and/or final monitoring report for each service contract example provided in item 2b. If no monitoring occurred, bidder should state that there is no monitoring report;
 - b) Providing last three (3) TDHS Long Term Care Regulatory, Home and Community Support Services Agency survey reports, including any follow-up surveys. **Failure to submit at least one (1) survey report, findings and corrective actions may result in disqualification.**
4. Provide resumes of key staff involved in providing services under this bid. This should include, at a minimum, the Chief Executive Officer, Chief Financial Officer, Agency Administrator, Supervising Physician, Supervising Nurse, as applicable.

___Please check if response is included as a separate document.

BY: _____

TITLE: _____

FOR: _____
(Name of Firm Submitting Bid)

DATE: _____

ATTACHMENT B

SERVICE DELIVERY PLAN

1. Describe your agency's proposed service delivery plan to provide required services. Agency's Operational Handbook, policies and procedures, staffing plans, organizational charts, job descriptions, hiring timelines, charts, diagrams and other descriptive materials should be used to expand or clarify.

☐ Please check if response is included as a separate document.

BY: _____

TITLE: _____

FOR: _____
(Name of Firm Submitting Bid)

DATE: _____

ATTACHMENT C

QUALITY ASSESSMENT AND PERFORMANCE IMPROVEMENT

1. Provide a clear, detailed description of the quality assessment and performance improvement program (QAPI) related to this project, to include, but not limited to: internal and external review of outcomes, peer review processes, verification of employability of unlicensed personal attendants, case analysis, infection control activities, client complaint analysis, and annual evaluation of program operations.
2. Describe the management information system that allows the organization to track and verify achievement of performance measures.

___Please check if response is included as a separate document.

BY: _____

TITLE: _____

FOR: _____
(Name of Firm Submitting Bid)

DATE: _____

ATTACHMENT D

ATTENDANT COMPENSATION ENHANCEMENTS

1. Describe what types of compensation enhancements and other incentives will be offered to personal attendants.
2. Describe how compensation enhancements and incentives will be used to enhance recruitment and retention of qualified attendants and their impact on continuity of care.

___ Please check if response is included as a separate document.

BY: _____

TITLE: _____

FOR: _____
(Name of Firm Submitting Bid)

DATE: _____

ATTACHMENT E**PRICE SCHEDULE**

Year 1	Option Year 2	Option Year 3
Price Per Service Hour	Price Per Service Hour	Price Per Service Hour
\$	\$	\$

BY: _____

TITLE: _____

FOR: _____
(Name of Firm Submitting Bid)

DATE: _____

GOOD FAITH EFFORT PLAN

PROJECT NAME: _____

- [illegible]

Only companies certified as MBE, WBE, AABE or SBE by the City of San Antonio or its certifying organization can be applied towards the contracting goals. All MBE-WBE-AABE-SBE subcontractors must submit a copy of certification certificate through the Prime Contractor. Proof of certification must be attached to this form. If a subcontractor is not certified, please call the Small Business Outreach Division at (210) 207-3900 for information and details and how subcontractors can obtain certification.

It is understood and agreed that, if awarded a contract by the City of San Antonio, the Contractor will not make additions, deletions, or substitutions to this certified list without consent of the Director of Economic Development and Director of the appropriate contracting department (through the submittal of the Request for Approval of Change to Affirmed List of Subcontractors form).

NOTE: If MBE-WBE-AABE-SBE contracting goals were met, skip to #9.

2. If MBE-WBE-AABE-SBE contracting goals were not achieved in a percentage that equals or exceeds the City's goals, please give explanation.

3. List all MBE-WBE-AABE-SBE Listings or Directories utilized to solicit participation.

4. List all contractor associations and other associations solicited for MBE-WBE-AABE-SBE referrals.

5. Discuss all efforts aimed at utilizing MBE-WBE-AABE-SBEs.

6. Indicate advertisement mediums used for soliciting bids from MBE-WBE-AABE-SBE s.

7. List all MBE-WBE-AABE-SBE bids received but rejected. (Use additional sheets as needed.)

COMPANY NAME	MBE-WBE-AABE-SBE CERTIFICATION NUMBER	HUE (Y/N)	REASON FOR REJECTION

8. Please attach a copy of your company's MBE-WBE-AABE-SBE policy.
9. Name and phone number of person appointed to coordinate and administer the Good Faith Efforts of your company on this project.

10. This Good Faith Effort Plan is subject to the Economic Development Department's approval.

AFFIRMATION

I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER UNDERSTAND AND AGREE THAT, IF AWARDED THE CONTRACT, THIS DOCUMENT SHALL BE ATTACHED THERETO AND BECOME A BINDING PART OF THE CONTRACT.

SIGNATURE OF AUTHORIZED OFFICIAL

TITLE OF OFFICIAL

DATE PHONE

FOR CITY USE

Plan Reviewed By: _____

Recommendation: Approval _____ Denial _____

Action Taken: Approved _____ Denied _____

DIRECTOR OF ECONOMIC DEVELOPMENT

ATTACHMENT G

City of San Antonio

Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2

Attach additional sheets if space provided is not sufficient.

State "Not Applicable" for questions that do not apply.

** This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.*

Disclosure of Parties, Owners, and Closely Related Persons for the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

and the name of:

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

¹ A *business entity* means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

(3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature:	Title: Company:	Date:

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

ATTACHMENT H**LITIGATION DISCLOSURE**

Failure to fully and truthfully disclose the information required by this Litigation Disclosure form may result in the disqualification of your proposal from consideration or termination of the contract, once awarded.

1. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Circle One

YES

NO

2. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of San Antonio or any other Federal, State or Local Government, or Private Entity?

Circle One

YES

NO

3. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of San Antonio or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Circle One

YES

NO

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

IMPORTANT MAILING INSTRUCTIONS:

MAIL TO: CITY CLERK
P.O. BOX 839966
SAN ANTONIO, TX 78283-3966

PHYSICAL ADDRESS: CITY CLERK
CITY HALL (COMMERCE ST. & FLORES ST.)
100 MILITARY PLAZA, 2ND FLOOR
SAN ANTONIO, TEXAS 78205

MARK ENVELOPE: "ANNUAL CONTRACT FOR IN-HOME PERSONAL ASSISTANCE
SERVICES"
BIDS TO BE OPENED: 2:00 P.M., JANUARY 30, 2004
BID NO. A942-04

REMARKS: